

EXHIBIT C



GSA National Capital Region

January 10, 2024

REPAINTEX COMPANY
116H EDWARDS FERRY RD NE
LEESBURG, VA 20176-2301

Subject: Cure Notice – Contract # 47PM0420C0005 for USAID Renovations Phase 5 and 6 at the Ronald Reagan Building located at 1300 Pennsylvania Avenue, Washington, DC 20006 (the “Contract”)

You are hereby notified that the Government considers Repaintex Company’s (“Repaintex”) statements that it will stop providing the Contract’s services and failure to continue work on the project as a breach of the Contract. As this is an event of default under the terms and conditions of the Contract’s clause FAR 52.249-10, GSA intends to terminate the Contract for cause unless Repaintex provides GSA with adequate assurances of future performance within ten (10) days after receipt of this notice.

Repaintex was awarded the Contract in the amount of \$16,361,972.93 on 9/18/2020 with a period of performance of 608 calendar days. On December 26, 2023, Repaintex notified GSA via email that it would not be able to move forward with the critical path work without additional funding. Since that date, Repaintex has removed all subcontractors and has not reported to the project site as necessary to complete the work according to the contract and schedule, which is causing significant delays to this project. GSA sent a letter on January 5, 2024 directing Repaintex to return to the site and perform all work immediately, without any additional cost to the Government. Repaintex failed to return to the site and perform work as directed. This is a breach of the Contract pursuant to FAR 52.249-10 and you shall comply with the terms and conditions set forth in the Contract.

Please note that in addition to causing a breach of the Contract, Repaintex’s position is also a violation of the Contract’s Disputes Clause. Specifically, FAR Clause 52.233-1(i) states “[t]he Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.”

Please also note that should Repaintex not provide the required adequate assurances of future performance within the specified time frame, GSA’s termination of the Contract for default will have negative consequences pursuant to FAR part 49.402 as well as the

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company's ratings in CPARS which could have an effect on Repaintex's possibility of obtaining future Government awards.

Requirements for Cure (Assurances)

Your cure within the next ten days to resolve this performance problem should include, at a minimum, a corrective action that includes the following items:

1. A notification that on-site work is to resume immediately.
2. A two-week look ahead identifying activities to occur on-site in accordance with the December schedule update.
3. A recovery schedule to bring the construction schedule back into compliance with the contract's substantial completion date of March 27.
4. Financial assurances that the funds have been appropriately allocated to subcontractors, vendors, and other contracted parties to perform the work in the contract design documents.

If you have any questions, please feel free to contact me at 202-251-3631 or via email at robert.n.jackson@gsa.gov .

ROBERT JACKSON Digitally signed by ROBERT JACKSON
Date: 2024.01.10 10:04:02 -05'00'

Robert Jackson
Contracting Officer